

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
SHIPPING-LAND CO., LTD.,

Plaintiff,

-against-

FAR EASTERN SHIPPING COMPANY PLC.,

Defendant.
----- x

**ORDER DECLINING TO ISSUE
MARITIME ATTACHMENT**

09 Civ. 1999 (AKH)

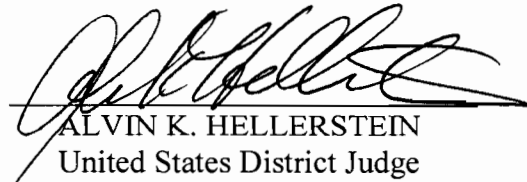
ALVIN K. HELLERSTEIN, U.S.D.J.:

On March 4, 2009, Plaintiff Shipping-Land Co., Ltd. filed a Verified Complaint herein, alleging damages of \$295,929.19 on its principal claim, and praying for issuance of an ex parte order of maritime attachment pursuant to Adm. Supp. R. B, Fed. R. Civ. P. Plaintiff's principal claim is solely for lost earnings allegedly attributable to Defendant's breach of an indemnification provision of charter party agreements between the parties.

I decline to issue the order of attachment. Generally, unless reasonably contemplated by both parties as the probable result of breach, lost income is not considered to be consequential damages of an alleged breach of contract. Hadley v. Baxendale, 156 Eng. Rep. 145 (Ex. 1854); see III Farnsworth on Contracts § 12.14 (3d ed. 2004). Therefore, Plaintiff has failed to allege a valid prima facie admiralty claim, as required by Rule B. Aqua Stoli Shipping Ltd. v. Gardner Smith Pty Ltd., 460 F.3d 434, 445 (2d Cir. 2006).

SO ORDERED.

Dated: March 6, 2009
New York, New York


ALVIN K. HELLERSTEIN
United States District Judge